



NOTICE OF SOLICITATION

SERIAL 04229-C

INVITATION FOR BIDS FOR: EXCAVATOR, MINI 12 H.P. (NIGP CODE 76090)

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **JANUARY 25, 2005** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 04229-C INVITATION FOR BIDS FOR EXCAVATOR, MINI 12 H.P. (NIGP CODE 76090).**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED
BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

INQUIRIES:

WALT PRICE
WALT PRICE PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3454

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON **JANUARY 13, 2005** AT 1:30 P.M. AT THE EQUIPMENT SERVICES CONFERENCE ROOM, 3225 W. DURANGO, PHOENIX, AZ. 85019.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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NO RESPONSE

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 04229 -C"

Responses must be received **BY 2:00 P.M., JANUARY 25, 2005**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 04229-C

TITLE: EXCAVATOR, MINI 12 H.P. (NIGP CODE 76090)

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO BID:

_____ Insufficient time
_____ Do not handle product/service
_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

SPECIFICATIONS ON INVITATION FOR BID FOR: **EXCAVATOR, MINI 12 H.P.
(NIGP CODE 76090)**

1.0 INTENT:

The intent of this Invitation for bids is to establish pricing for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is One (1) or more, EXCAVATOR, MINI 12 HP, in sufficient detail to secure bids for comparable equipment. This unit will be used by the Parks And Recreation Department in their trail maintenance operation. Unit shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

2.1 WEIGHTS / DIMENSION:

- 2.1.1 **Operating Weight** – Approx. 3500 lb.
- 2.1.2 **Overall Length** – Approx. 12'
(transport)
- 2.1.3 **Width** – Approx. 3'3" / 4' 3"
- 2.1.4 **Height** – Approx. 7' 6" with ROPS /
FOPS four post canopy.
- 2.1.5 **Fuel Capacity** – Approx. 5.5 gal.

2.2 ENGINE:

- 2.2.1 **Type** - Diesel, 4-stroke, liquid cooled design
- 2.2.2 **Horsepower** – Minimum, 12 SAE net
- 2.2.3 **Air Cleaner** - Manufacturer's maximum, two stage dry type with pre-cleaner.
- 2.2.4 **Cooling** - Manufacturer's maximum shall be capable of operating continuously at full capacity with ambient temperature 122+°F.
- 2.2.5 **Monitoring System** – Electronic or approved equal design, shall include air cleaner restriction indicator, volt meter, engine coolant temperature, engine oil pressure, fuel gauge, and hour meter. Prefer automatic engine shut down for low oil pressure and/or high coolant temperature if available.

2.3 ELECTRICAL SYSTEM:

- 2.3.1 **System Voltage** - 12

- 2.3.2 **Alternator Capacity** – Min. 20 amp.
- 2.3.3 **Battery** - Manufacturer's maximum, maintenance free type with capability of cranking engine sufficient for starting with ambient temperature at 0°F.
- 2.3.4 **Lighting** – Heavy-duty shock resistant work light installed on the canopy and boom.
- 2.4 **TRAVEL SYSTEM:**
 - 2.4.1 **Travel Speeds** – Low / High ranges
 - 2.4.2 **Traction Force** – Min. 3000 lb-ft.
 - 2.4.3 **Gradeability** – Approx. 27°
 - 2.4.4 **MPH** - Approx. 1.5 / 2.9
 - 2.4.5 **Tracking** – Shall be capable of straight line travel when tracking and operating the front linkage simultaneously.
 - 2.4.6 **Track Drive Motors** – Each track shall be drive by an independent two-speed motor.
 - 2.4.7 **Drive Modules** – Shall be integrated into the roller frame for total protection.
 - 2.4.8 **Parking Brake** – Spring applied hydraulic released disc type, or pre-approved equal)
- 2.5 **BOOM / SWING SYSTEM:**
 - 2.5.1 **Boom Swing Degrees L/R** - 90/50
 - 2.5.2 **Swing Speed RPM** – Approx. 9
 - 2.5.3 **Swing Brake** – Automatic, spring applied hydraulic release or pre-approved equal design.
 - 2.5.4 **Lift Capacity** – Approx. 800 lb, over front with blade down at 6' 7" radius 5' above ground, approx. 1,400 lb. at ground level.
- 2.6 **BLADE:**
 - 2.6.1 **Width** – Approx. 3'3" (normal) 4'3" (extended)
 - 2.6.2 **Height** – Approx. 10"

- 2.6.3 **Dig Depth** – Approx. 8.9”
- 2.6.4 **Lift Height** – Approx. 7.9”
- 2.6.5 **Blade Flotation** – Unit shall be designed with this feature.
- 2.6.6 **Blade Type** – Heavy-duty curved design, full width of the machine with pin-on or bolt-on side extensions.
- 2.7 **BUCKET:**
 - 2.7.1 **Type** – Heavy-duty quick coupler type with replaceable pin-on teeth.
 - 2.7.2 **Capacity** – Struck, 1.3 cu/ft, heaped 1.7 cu/ft
 - 2.7.3 **Width** – 18”
- 2.8 **HYDRAULIC SYSTEM:**
 - 2.8.1 **Operating Pressure** – Approx. 2700 psi
 - 2.8.2 **Pump** – Heavy-duty, gear or approved equal design.
 - 2.8.3 **Filtration** - 25 micron or better, spin-on or internal tank design.
 - 2.8.4 **Performance Criteria** – System shall be such that excavator with or without auxiliary tool attachment can operate continuously at full capacity without the system overheating with the ambient temperature at 122°F.
 - 2.8.5 **Auxiliary Hydraulic Lines** – Two way circuit to the end of the boom with quick coupler connections.
 - 2.8.6 **System Capability** – Hydraulic system shall be designed for operating hydraulic hammers, augers, compactors and etc.
- 2.9 **OPERATORS STATION:**
 - 2.9.1 **Work Area View** – Machine shall be designed such that the operator has a clear view of the work.
 - 2.9.2 **Seat** – Heavy-duty adjustable suspension type seat with Federally approved seat belt.

- 2.9.3 **Canopy** – Heavy-duty, Federally approved four (4) post FOPS/ROPS design.
- 2.9.4 **Operator Controls** – Joystick design with arm rest, conveniently positioned for ease of operation.
- 2.9.5 **Selector Valves** – Unit shall be equipped with control pattern selector valve that allows for quick change of operating controls between ISO and ASE patterns to accommodate operator preferences. Unit shall be equipped with hand and foot operated travel controls.

2.10 **OPERATING INFORMATION:**

- 2.10.1 **Dig Depth** – Approx. 7' 6"
- 2.10.2 **Dump Height** – Approx. 8' 6"
- 2.10.3 **Reach At Ground Level** – Approx. 12'
- 2.10.4 **Vertical Dig Depth** – Approx. 6"
- 2.10.5 **Dig Depth W/ 2' Flat Bottom** – Approx. 7' 8"
- 2.10.6 **Dig Depth W/ 8' Flat Bottom** – Approx. 5' 11"
- 2.10.7 **Bucket Dig Force** – Approx. 3,000 lbs.
- 2.10.8 **Arm Dig Force** – 1,704 lbs.

2.11 **UNDERCARRIAGE:**

- 2.11.1 **Track** – Heavy-duty rubber construction, 9" width.
- 2.11.2 **Track Frame** – Hydraulically adjustable track frame width.
- 2.11.3 **Track Adjustment** – Shall be accomplished through grease filled cylinders or pre-approved equal.
- 2.11.4 **Ground Contact Length** – Approx. 3' 10"
- 2.11.5 **Ground Pressure** - Approximate 3 psi

2.12 **SAFETY EQUIPMENT:**

- 2.12.1 **Fire Extinguisher** - 5 lb. all purpose, installed in the cab, within easy reach of operator.

- 2.12.2 **First Aid Kit** - Arizona Glove & Safety #10DOTM, installed inside the cab within easy reach of operator.
- 2.12.3 **Placard** - Slow moving vehicle placard shall be installed on rear of unit, in a highly visible location.
- 2.12.4 **Non-slip Surfaces** - All steps or standing areas.
- 2.12.5 **Mirrors** – Rear view installed on the canopy post.
- 2.12.6 **Horn** - Shall meet SAE J1105 SEP 89 Standard.
- 2.12.7 **Backup Alarm** - Electronic, meeting SAE J994 Jun 80 standard.
- 2.12.8 **Beacon Light** - One (1) WHELEN, S360DAP amber multi-flash mounted on top center of canopy or cab. Control switch mounted on instrument panel clearly identified.
- 2.12.9 **Noise Factor** – EPA compliant (no exceptions)
- 2.12.10 **Regulation Criteria** – Shall meet all AZ State and Federal regulations, no exceptions.
- 2.13 **PAINT:**

Manufacturer's standard color.
- 2.14 **KEYS:**

Unit (s) shall be completely serviced, tested and ready for full operation before delivery. **Complete inspection shall be made prior to delivery to ensure compliance with specifications is adhered to.** *Five (5) keys shall be supplied, each with 1" key rings and identification tags with serial number.*
- 2.15 **WARRANTY:**

Warranty Requirement Criteria - One (1) full year parts and labor. It is understood that if warranty repairs are necessary during the warranty period, the successful bidder will be required to make said repairs F.O.B. machine location within Maricopa County at no charge to the County.

In the event of major repairs, dealer has as his option the choice of transporting the machine to the closest service facility for repairs. The above warranty will become effective the first day after 21 consecutive working days of satisfactory service.

2.16 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful bidder shall have and maintain a local factory authorized service station within the Phoenix, metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing, and maintaining the equipment. Minimum service hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.

2.17 DELIVERY:

Delivery is required FOB destination. Bidder to state. The loader(s) are to be delivered ninety (120) days after receipt of purchase order. **Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.**

2.18 MANUALS:

Comprehensive operator's manual, one per unit, **minimum or three if less than three units are purchased.** Maintenance, Electrical, Hydraulics, Drive-ability, Emissions and Component Overhaul manuals or equal information system such as (Subscription to Web Site, CD, or DVD), min. (3) each.

2.19 ACCEPTANCE OF EQUIPMENT:

Final acceptance will be in effected immediately upon demonstration by the bidder to the County's satisfaction that the equipment purchased fully complies with specification and is capable of performing the functions for which it is designed. The County reserves the right to require actual field demonstration of the equipment purchased of up to 120 operating hours before final acceptance.

2.20 CURRENT PRODUCTION MODELS:

Maricopa County will accept bids only on new, current production models.

2.21 RIGHT OF REJECTION:

The Materials Management Department Director reserves the right to reject any bid that is unbalanced, unrealistic, or where disproportionate component costs of equipment, guaranteed maintenance, and guaranteed residual value are proposed.

2.22 LITERATURE:

Technical and descriptive literature must accompany bid proposals.

2.23 OPTIONS/PRICING:

All options listed in this bid call will be at the discretion of Maricopa County. Maricopa County may either accept or reject such options. Vendors shall submit pricing on all options listed on the pricing page.

2.24 EVALUATION AWARD CRITERIA:

The evaluation of proposal will be based on but not limited to the following:

2.24.1 Conformance to specifications and required options.

2.24.2 Price

2.24.3 Delivery

2.24.4 Warranty

2.25 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.26 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

2.26.1 One (1) original and one (1) copy of all submissions is MANDATORY

2.26.2 Vendor proposal column/section, MANDATORY

2.26.3 Pricing pages, MANDATORY

2.26.4 Literature, Technical and Descriptive, MANDATORY

2.26.5 Vendor Information, MANDATORY

2.27 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.28 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

2.29 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have Seven (7) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.30 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.31 TRAINING:

The successful Contractor shall provide a minimum of 8 hours to completely train County personnel in the use and care of the equipment.

2.32 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.33 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.34 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.34.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.34.2 Documentation that names the replacement product or model.
- 2.34.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.34.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.34.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.35 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.36 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one () year period.

3.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.3 TAX:

3.4 No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.5 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 **INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.6.2 **Abrogation of Arizona Revised Statutes Section 34-226.**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services.

CONTRACTOR'S duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.6.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.6.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- 3.6.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.6.4 Certificates of Insurance.

- 3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.6.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

LES GLOVER, EQUIPMENT SERVICES, 602-506-4667
(les.glover@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JANUARY 13, 2005 AT 1:30 P.M. AT THE EQUIPMENT SERVICES CONFERENCE ROOM, 3225 W. DURANGO, PHOENIX, AZ 85019.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) extra copy of pricing.
Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003.
A corporate official who has been authorized to make such commitments must sign bids.

3.11 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.11.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.11.2 Pricing pages, MANDATORY (Attachment A)

3.11.3 Agreement page, MANDATORY (Attachment B)

3.11.4 References (Attachment C)

3.11.5 Copies of Catalogs/Pricing Documents (if required)

3.11.6 Literature, Technical and Descriptive, MANDATORY

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.

ATTACHMENT A

PRICING

SERIAL 04229-C
PRICING SHEET C380508/B0700151

NIGP CODE 76090

BIDDER NAME: _____
F.I.D./VENDOR #: _____
BIDDER ADDRESS: _____
P.O. ADDRESS: _____
BIDDER PHONE #: _____
BIDDER FAX #: _____
COMPANY WEB SITE: _____
COMPANY CONTACT (REP): _____
E-MAIL ADDRESS (REP): _____

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10	_____	NET 90	_____
NET 15	_____	2% 10, NET 30	_____
NET 20	_____	1% 10, NET 30	_____
NET 30	_____	2% 30, NET 31	_____
NET 45	_____	1% 30, NET 31	_____
NET 60	_____	5% 30, NET 31	_____

INDICATE ANY M/WBE PARTICIPATION PERCENTAGE HERE: _____%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

____ NEWSPAPER ADVERTISEMENT
____ MARICOPA COUNTY WEB SITE
____ PRE-SOLICITATION NOTICE
____ OTHER (PLEASE SPECIFY)

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

One (1) or more **EXCAVATOR, MINI 12 HP** in accordance with attached specifications: \$ _____/EACH

Manufacturer: _____

Manufacturer's Model: _____

Delivery (days ARO): _____

Cut off date for ordering equipment (including options) offered on this contract, REQUIRED: _____

F.O.B. DESTINATION: ____Yes ____No

In addition to this invitation for bids (IFB), a blanket discount is required for parts and service that are not covered by warranty, for the life of the contract (no less than 120 days) at manufacturers list cost less _____%

Date of catalog _____ and labor rate _____ .

ATTACHMENT A

PRICING

1. **Hydraulic Hammer Attachment** - TRAMAC, BRP 70 or per-approved equal with quick coupling capability. \$ _____/EACH
2. **Hydraulic Compactor Attachment** - TRAMAC, TR6 or pre-approved equal with quick coupling capability. \$ _____/EACH
3. **Compaction Wheel Attachment** - ENTEC, or pre-approved equal, 12" with quick coupling capability. \$ _____/EACH
4. **Hydraulic Driven Auger Attachment** - LOWE, 750EH or pre-approved equal with 9" bit and quick coupling capability. \$ _____/EACH
5. **Additional Buckets** - Heavy-duty quick disconnect design with lifting eye.
 - 5.1 **Bucket** - 12" \$ _____/EACH
6. **Track** - Steel Design, 9", difference in cost. \$ _____/EACH

ATTACHMENT B

AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 FIRM SUBMITTING BID

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.